

### AMENDMENT TO OIL AND GAS LEASE

(Paid-up Extension of Primary Term of Lease)

State: Texas County: Tarrant

Lease: That Oil and Gas Lease by and between Aspect Abundant Shale, LP and ProLogis

OGL, LLC dated August 7, 2007 containing 326.6 acres.

Date: August 7, 2007

Lessor: ProLogis OGL LLC
Lessee: Aspect Abundant Shale LP

Recording Information: Document Number D207350505, of the Real Property

Records of Tarrant County, Texas

Effective Date: August 7, 2008

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

- 1. Lessor and Lessee hereby amend the Lease as referenced above and further described by legal description in Exhibit A, and depicted by plat in Exhibit B, by extending the primary term from the Effective Date until 11:59 p.m. central time on August 7, 2010 (the "Termination Date") and as long thereafter as oil or gas are produced from the lands or lands from which the lands are pooled, or in the manner provided for and on the terms and conditions set forth in the Lease.
- 2. As consideration for the extension of the primary term of the Lease, Lessee shall pay an extension fee (the "Extension Fee"), payable on or before August 7, 2008. The Lease may be maintained in effect in any manner provided in the Lease.

Lessor acknowledges the Lease is in full force and effect, and Lessor hereby grants, leases, and lets the lands to Lessee, on the terms and provisions provided in the Lease, as hereby amended.

This Amendment to Oil and Gas Lease may be executed in multiple counterparts, but all the counterparts, taken together, shall be deemed one Amendment. This Amendment to Oil and Gas Lease is executed by each Lessor as of the date of acknowledgment of their respective signatures, but shall be deemed effective for all purposes as of the Effective Date stated above.

This Amendment is binding upon the Lessor and the Lessee, and their respective heirs, successors, and assigns.

[Signature Page Follows]

## Signature Page

Lessor:
By: (Individually and in all Capacities for the about described and)
Name: Steven K. Meyer Print
STATE OF TEXAS
BEFORE ME, on this day personally appeared  Steven K. Meyec , known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for purposes and considerations therein expressed, and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31 Hday of July 2008.
Notary Public in the State of TexAs
SEAL: Signature of Notary: Donne & Bergene
DONNA S. BERGENE Notary Public State of Texas My Commission Expires December 20, 2008

### Exhibit "A"

326.6 acres of land, more or less, out of the David Strickland Survey, A-1408, and the J.H. Biles Survey, A-119, the J. Armendaris Survey, A-58, and the David Cook Survey, A-345, Tarrant County, Texas, and being more particularly described in that certain Special Warranty Deed dated December 12, 1996, from SF Pacific Properties, Inc. to Samuel Rosenzweig, recorded at Volume 12612, Page 164, Deed Records, Tarrant County, Texas.

Save and Except, that portion of the land described on the attached Exhibit "B" which is included within the boundaries of the <u>Dos Wild Hare No. 1H</u> Unit, and further described and depicted in a certain Unit Designation dated <u>December 31, 2007</u>, filed or to be filed in the Real Property Records of Tarrant County, Texas, reference to which is made for purposes of description.



#### STEWART B HOGE 4311 OAK LAW AVE STE 600

DALLAS

TX 75219

Submitter: STEWART B HOGE

# SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

# <u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

\$24.00

Filed For Registration: 08/14/2008 08:20 AM
Instrument #: D208318174
LSE 4 PGS

D208318174

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MC